

**AMITY PLACE CONDOMINIUM
TRUST**



2009 00008087

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**AMENDMENT OF RULES AND
REGULATIONS ADOPTED UNDER
ARTICLE VII(D) OF THE
TRUST AND BY-LAWS**

REVISED RULES AND REGULATIONS EFFECTIVE APRIL 16, 2009

The Rules and Regulations of Amity Place Condominium Trust as set forth most recently in a document recorded October 8, 1997 in the Hampshire County Registry of Deeds at Book 5217, Page 0135, are hereby deleted in their entirety and the following Rules and Regulations are hereby adopted in their place. These Rules and Regulations apply to everyone at Amity Place, renters and Unit Owners alike.

The Declaration of Trust and By-Laws of Amity Place Condominium Trust were recorded in the Hampshire County Registry of Deeds at Book 2519, Page 143. The Master Deed of the Amity Place Condominium was recorded in the Hampshire County Registry of Deeds at Book 2593, Page 73.

ONE: Rental of Units

Before any unit can be rented, leased, or licensed for use or occupancy, an application for approval of tenants under the provisions of Section 1, Master Deed, Paragraph 7 (page 7) must be filed with the Trustees or the managing agent designated by the Trustees on forms provided by the managing agent. This procedure applies to rentals to family members as well as to others. The Unit Owner shall pay a non-refundable fee of \$75 to the Association for processing the application. No application for approval of tenants will be approved until the unit's account is paid in full.

The Unit Owner is responsible for getting the tenant to (1) complete the application form, (2) sign an acceptance of the Rules and Regulations, (3) keep a copy of the Rules and Regulations, and (4) return the form to the managing agent for approval. The managing agent is authorized to approve such

applications within 24 hours of receipt on normal working days. Once approval is obtained, the Unit Owner must forward to the managing agent a copy of the lease. Amity Place parking stickers will not be issued to tenants until the managing agent receives their signed lease applications and their written acceptance of the Rules and Regulations.

No more than sixteen (16) units at Amity Place may be rented out to tenants at any one time, pursuant to the Rental Limitation Policy recorded with the Hampshire County Registry of Deeds. Rentals to family members are not restricted by that Policy. The Trustees reserve the right to deny rentals based on the Rental Limitation Policy.

Without limiting in any way the foregoing provision nor the Trustees' rights and duties with respect thereto, any Unit Owner who allows his or her unit to be rented in violation hereof shall pay to the Association the sum of ONE THOUSAND DOLLARS (\$1,000.00) to defray the cost of enforcing these provisions, including attorneys' fees, court costs and other expenses. Said payment shall be made upon demand (irrespective of the actual cost of such enforcement) whether or not legal proceedings already have been commenced and may be recovered in a lawsuit in the Hampshire County District Court.

TWO: Occupancy of Units

Strict enforcement of the limits on the number of occupants pursuant to Section I, Master Deed, Paragraph 7(a), (b), (c), and (d) (page 7), as follows, will be carried out by the Trustees and the managing agent:

- (a) No Two-Bedroom unit shall be used for any purpose other than as a dwelling for not more than two unrelated adults, and two children related by blood or marriage;
- (b) No Three-Bedroom unit shall be used for any purpose other than as a dwelling for not more than three unrelated adults, or two adults and four children related by blood or marriage;
- (c) No Four-Bedroom unit shall be used for any purpose other than as a dwelling for not more than four unrelated adults, or two adults and six children related by blood or marriage;

- (d) No business or commercial activities of any nature shall be conducted in any unit, including home based occupations that increase foot or vehicular traffic;

Without limiting in any way the foregoing provision nor the Trustees' rights and duties with respect thereto, any Unit Owner who allows his or her unit to be rented in violation hereof shall pay to the Association the sum of ONE THOUSAND DOLLARS (\$1,000.00) to defray the cost of enforcing these provisions, including attorneys' fees, court costs and other expenses. Said payment shall be made upon demand (irrespective of the actual cost of such enforcement) whether or not legal proceedings already have been commenced and may be recovered in a lawsuit in the Hampshire County District Court.

THREE: Pets

All animals within the boundaries of Amity Place are subject to removal by the Trustees, pursuant to Section I, Master Deed, Paragraph 7(f) (page 7). All pets must be registered in advance with the managing agent, in case of fire or emergency. No dangerous animals, such as dogs not acceptable to the Association's insurance carrier, shall be allowed. Pets that live entirely inside a unit and never go outside may be kept without advance written approval, provided no nuisance is created. No more than two dogs or two cats (or one dog plus one cat) may be kept in any unit. Any consent for any pet may be revoked at any time for cause, and the animal must be removed immediately. The Trustees shall have discretion to grant temporary waivers of this rule from time to time.

(a) Without limiting in any way the foregoing provisions nor the Trustees' rights and duties with respect thereto, any Unit Owner who is in violation hereof shall pay to the Association the sum of ONE HUNDRED DOLLARS (\$100.00) to defray the cost of enforcing these provisions, including attorneys' fees, court costs and other expenses. Said payment shall be made upon demand (irrespective of the actual cost of such enforcement) whether or not legal proceedings have been commenced and may be recovered in a lawsuit in the Hampshire County District Court.

(b) Unit Owners and those who walk animals shall clean up from all Common Areas any litter caused by their pet and shall dispose of any droppings properly. In no event shall any dog be permitted in any of the Common Areas unless carried or on a

hand-held leash. No pet may be leashed or tied to an object belonging to, or grounds included in, the Common Areas including a stake into the ground. Unit Owners in violation hereof shall pay to the Association the sum of FIFTY DOLLARS (\$50.00) to defray the cost of enforcement of this provision and any cleaning, irrespective of the actual cost thereof.

FOUR: Modifications and Maintenance of Units

No exterior modifications or alterations or additions to a unit may be made without the prior written approval of the Trustees. Unit Owners shall notify the Trustees or the managing agent, in writing, stating what work they would like to do. If, pursuant to Section I, Master Deed, Paragraph 7(g) (page 8), the Trustees shall permit an exterior modification or addition adjacent to a unit or any appurtenances thereto such as screens, screen doors, chimneys, garage doors, or any other fixtures or things, the Unit Owner shall agree as a condition for such approval, for himself, his heirs, executors, administrators and assigns (including subsequent owners) that he or they shall pay the cost of recording the written approval form in the Registry of Deeds and all costs of purchase, installation, maintenance, and removal of such things or fixtures. If any such thing or fixture shall be in need of maintenance, upkeep or repair, the Trustees may notify the Unit Owner of the work required, whereupon the Unit Owner shall have fifteen (15) days thereafter in which to comply with said notice by effecting said maintenance or repair. If any Unit Owner shall thereafter fail to provide such maintenance or repair, the Trustees shall have the right to do so and to be reimbursed by the Unit Owner for such expense. Generally the Trustees will require that any such exterior modifications be done by contractors approved by the managing agent

Unit Owners are responsible for maintenance and repair of their own heat pumps, heat exchangers, fireplaces, flues, hot water heaters, air filters in heat exchangers, clothes dryer ducts, dryer vents, washing machine hoses, electrical systems, plumbing, storm doors, screen doors, window screens, window grids and garage door mechanisms. To the extent feasible, all window grids shall remain in the front windows, but they may be removed for painting or cleaning. To avoid water damage from freezing pipes in winter, all units shall be kept heated to at least 55 degrees Fahrenheit.

FIVE: Maintenance Fees

All monthly assessments for common expenses, as set forth in Article VII, Section B(2)(A) of the Amity Place Condominium Declaration of Trust and By-Laws shall be paid on the first day of each consecutive month. If any such monthly assessment shall not be paid within fifteen (15) days of its due date, the Unit Owner shall pay in addition to the said monthly assessment a late charge of TWENTY FIVE DOLLARS (\$25.00) for each month until payment thereof.

Also, any unpaid fines provided herein, any unpaid required contributions to reserves and any unpaid special assessments shall be added together and treated as a lien against the unit. In addition the Trustees may charge interest at the rate of TWO (2) percent per month upon all unpaid amounts due to the Association

SIX: Noise and Nuisance Restrictions

All Residents and guests shall observe the provisions of the Master Deed, Paragraph 7 (page 7) and, more particularly:

- (a) No Resident shall make or permit any disturbing noises in the unit or outside the unit or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other Residents. No Resident shall play upon or suffer to be played upon any musical instrument or permit to be operated a sound system, radio, or television loudspeaker between the hours of 11:00 p.m. and 9:00 a.m. if the same shall disturb or annoy occupants of other units, and in no event shall any Resident practice music more than two hours in any day or between the hours of 6:00 p.m. and 9:00 a.m. No Resident shall give vocal or instrumental instruction at any time. No Resident shall have a beer keg outside at any time.
- (b) No noxious or offensive activity shall be carried on upon common areas, nor shall anything be done which may be or may become an annoyance or nuisance to any other Unit Owner or Resident. The Trustees or the managing agent shall decide whether any activity is noxious or offensive.
- (c) Ball games, frisbee throwing, or any other outdoor activity may not be conducted so as to disturb other

Residents. Objects of any size may not be thrown against any building. No children's wading pools shall be left on the grass overnight. In order to prevent injury, no one may climb or sit upon any building or upon fences, retaining walls, posts, trees, utility boxes, fire hydrants or guard rails in any of the common areas.

(d) Notice of Parties: Residents must give the Trustees or the managing agent three days prior notice of the date, beginning and ending times and number of individuals attending all parties or gatherings of over 15 people. Receipt of notice by the Trustees or the managing agent in no way implies consent or liability for the conduct, actions, transportation to or from the party, or damages by the invitees or guests, whether invited to such gathering or not. Residents assume full and complete responsibility and liability for all damages to the unit or to any person.

(e) Unit Owners or Residents in violation of Paragraph 6(a) through (d) shall pay to the Association the sum of SEVENTY-FIVE DOLLARS (\$75.00) to defray the cost of enforcing the provisions hereof. Upon each subsequent violation the payment will increase by \$75.00 up to a maximum of \$300.00 per offense. (For example: First violation, \$75.00; Second violation, \$150.00; Third violation, \$225.00; Fourth and each subsequent violation \$300.00.)

SEVEN: Insurance

The Trustees shall provide insurance as set forth in the Declaration of Trust, Section E (page 19). Unit Owners shall be responsible for providing fire and extended coverage insurance upon all personal property, fixtures, and other property within the interior boundaries of their units and garages. Any Unit Owner failing to keep such individual insurance in force shall pay to the Association the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1500.00). The Association requires that all tenants shall maintain rental insurance coverage.

EIGHT: Trash and Refuse

To minimize the Association's cost of trash removal and maximize recycling, Residents shall observe the standards posted from

time to time in each trash shed. The trash sheds are for the exclusive use of Amity Place Residents and should be kept clean.

(a) The managing agent shall be notified in advance about any large items, furniture, appliances, or electronics before they are placed in a trash shed. The trash contractor will remove such items, for a fee, and any extra charges will be billed to the Unit Owner at actual cost.

(b) Christmas tree pick-ups will be announced in January and outdoor seasonal decorations shall be removed within a reasonable time.

NINE: Vehicle Parking

I. Since there are a limited number of parking spaces at Amity Place, the parking rules are enforced strictly, after warnings are given. Failure to follow these rules may result in fines and in extreme cases, towing.

a. Each unit is limited to two cars.

b. Every car with a blue sticker must be garaged between the hours of 11 p.m. and 7 a.m. Every car with a black sticker may park overnight on the surface streets.

c. Owners with only one car will receive a blue sticker and must park in their garages during the above-mentioned hours.

d. Visitors with cars, such as friends, acquaintances, and family members, who stay for longer than seven days must register the car with the managing agent. A fee may be required depending on the length of the stay.

e. The cost of damage to trees or to any property at Amity Place by such vehicles as delivery trucks or moving vans shall be assessed against the Unit Owner responsible.

f. Unregistered or abandoned vehicles may be towed away without notice.

II. No vehicle belonging to a Unit Owner, family member, tenant, guest, agent, visitor, licensee or employee of a

Unit Owner shall be parked in such a manner as to impede or prevent ready access to any roadway, entrance, passageway, garage, building, or to the parking areas by any other vehicle. No vehicle shall be permitted on any grass areas, or common areas, except parking areas and roads, whether by a Unit Owner, his tenant or agent. During snow plowing, cars shall be moved to cleared spaces as soon as possible and upon request. Any vehicles parked within a fire lane for any length of time will be ticketed or assessed or towed at the expense of the vehicle owner. To keep out vermin and animals, all garage doors must be kept in the closed position at all times when not in use. The speed limit at Amity Place is 25 miles per hour.

- III. All damages resulting from violation of these parking rules shall be charged to the Unit Owner responsible. Unit Owners or Residents will be ticketed or assessed or vehicle(s) will be towed at the owner's expense for violation of these rules. Unit Owners or Residents in violation will pay the Association the sum of FIFTY DOLLARS (\$50.00) per violation. If unpaid, said assessment will be a lien against the unit. If a unit is rented, the Unit Owner will be charged the assessment.

TEN: Management

Hampshire Property Management Group currently serves as managing agent for the Trustees. The office is at 150 Main Street, Suite 310, Northampton MA 01060. The mailing address is PO Box 686, Northampton MA 01060. Telephone (413) 582-9970. Fax (413) 582-9973. Visit www.hpmgnoho.com to download copies of these Rules and Regulations and all the other documents mentioned herein.

ELEVEN: Severability

If any provision of these Rules and Regulations should be invalidated by law or by final court decision, all the other provisions hereof shall remain in full force and effect.

TWELVE: Amendment

These Rules and regulations may be added to, amended or repealed at any time by vote of the majority of the Trustees or by a written instrument signed by a majority thereof.

So resolved and adopted.

EXECUTED under seal this 16th day of April, 2009,

Trustees of the Amity Place Condominium Trust

Philip A. Shaver

Philip A. Shaver - Trustee
as aforesaid
and not individually

Cathy Harraghy

Cathy Harraghy - Trustee
as aforesaid
and not individually

Edwin L. Newalu

Edwin L. Newalu - Trustee
as aforesaid
and not individually

Ann Holland

Ann Holland - Trustee
as aforesaid
and not individually

R. Bryan Trainor

R. Bryan Trainor - Trustee
as aforesaid
and not individually

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS

April 16, 2009

Then personally appeared the above named Philip A. Shaver, Cathy Harraghy, Edwin L. Newalu, Ann Holland, and R. Bryan Trainor, Trustees of the Amity Place Condominium Trust, whose identities are known to me through satisfactory evidence of identification, which is personal knowledge, to be the persons whose signatures are signed on the preceding or attached document in my presence, and acknowledged the foregoing to be their free act and deed, as Trustees, before me,

Patricia A. Taylor
Notary Public

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE

